

STAFF REPORT



ITEM NO. **13**
CITY OF OCEANSIDE

DATE: August 2, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF TWO UTILITY AGREEMENTS WITH SAN DIEGO GAS AND ELECTRIC COMPANY FOR THE UNDERGROUND CONVERSION OF OVERHEAD ELECTRIC FACILITIES AND THE EXTENSION OF THE UNDERGROUND ELECTRIC FACILITIES AT MANCE BUCHANON (RIVER) PARK PROJECT, AND APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$139,623 TO SAN DIEGO GAS AND ELECTRIC FOR THE AGREEMENTS**

SYNOPSIS

Staff recommends that the City Council approve two utility agreements with San Diego Gas and Electric Company (SDG&E) in the total amount of \$170,125 for the underground conversion of overhead electric facilities and the extension of underground facilities at Mance Buchanan (formerly River) Park, and authorize the City Manager to execute the agreements; and approve a purchase order in the amount of \$139,623 to San Diego Gas and Electric Company (SDG&E) for the two agreements less an existing credit of \$30,502 related to the project, and authorize the Financial Services Director to execute the purchase order.

BACKGROUND

The proposed Mance Buchanan Park project, which consists of approximately 29 acres along the southeasterly side of the San Luis Rey River, will include five soccer fields (two of which will be lighted), perimeter walking paths, access to the San Luis Rey River bike path, an access road with a traffic signal at the intersection with College Boulevard, on-site parking, a concession building, two restroom facilities and the necessary facilities to support park operation. The Murray Bridge Middle School is being constructed on the adjacent property to the southwest.

On April 26, 2004, the City Planning Commission approved the mitigated negative declaration and conditionally approved the Development Plan and Conditional Use Permit for the Mance Buchanan Park project. On August 4, 2004, the City Council approved the final conceptual Mance Buchanan Park Master Plan and approved a professional services agreement with David Evans and Associates to prepare contract documents for the construction of the project.

On January 18, 2006, the City Council approved the plans and specifications for the Mance Buchanan Park Grading, Drainage and Utilities project and authorized the City Engineer to call for bids. On April 5, 2006, the City Council awarded a contract in the amount of \$2,986,525.37 to Sierra Pacific West, Inc., of Encinitas for the Mance Buchanan Park Grading, Drainage and Utilities. Grading is now underway.

ANALYSIS

Currently there are overhead electrical distribution lines across the proposed park site that would be directly over two of the proposed soccer fields and the proposed concession/restroom building if left in place. The conditions of approval for the development plan require that all on-site electrical lines be underground. SDG&E has prepared plans, specifications and a cost estimate for their portion of the undergrounding of the existing overhead electric facilities and also for their portion of the extension of the underground electric facilities beyond their existing location out to College Boulevard for the second restroom and the traffic signal. The City's Contractor will prepare the underground trench and lay the conduits in the future access road and parking lot; SDG&E will pull the electrical conductors through the newly installed conduits, connect the wires and remove the abandoned overhead poles and wires. Because SDG&E anticipates one move-in to pull the electrical conductors for both the underground conversion and the underground extension work, the two agreements need to be approved at the same time; and one purchase order is appropriate.

The utility agreements define the responsibilities of SDG&E and the City's contractor in the relocation of the existing overhead utilities across the property into a utility trench in the proposed parking lots and entry roadway. The underground utility relocation will start during the second phase, after the rough grading and drainage work are complete, and before the access roadway is constructed.

The balance of the project, through completion, is scheduled as follows:

Began demolition, grading and utilities	June	06
Grading and utilities completed	October	06
Begin soccer fields, buildings and access roads	November	06
Complete soccer fields, buildings and access	November	07

FISCAL IMPACT

The net cost of the two SDG&E agreements is \$139,623, as itemized on the attached Mance Buchanan Park SDG&E Worksheet. The FY 2006-07 Capital Improvement Program budget includes an appropriation of \$7,200,000 in the Parks Program for the project, plus a carry forward of \$2,600,000. The estimated total cost of the first phase of the project is \$3,400,000, including construction, construction management, inspection and administrative support. Therefore, sufficient funds are available.

INSURANCE REQUIREMENTS

Does not apply.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY’S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve two utility agreements with San Diego Gas and Electric Company (SDG&E) in the total amount of \$170,125 for the underground conversion of overhead electric facilities and the extension of underground facilities at Mance Buchanan (formerly River) Park, and authorize the City Manager to execute the agreements; and approve a purchase order in the amount of \$139,623 to San Diego Gas and Electric Company (SDG&E) for the two agreements less an existing credit of \$30,502 related to the project, and authorize the Financial Services Director to execute the purchase order.

PREPARED BY:



Jeanette E. Peck, P.E.
Project Manager

SUBMITTED BY:



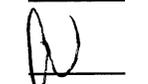
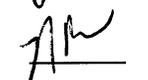
Barry E. Martin
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

Peter A. Weiss, Public Works Director

Nita McKay, Financial Services Director

Attachments: Agreements with worksheet

Mance Buchanon (River) Park SDG&E Worksheet

	SDG&E	City
	Charges	Credit/Allowances
Agreement for Extension & Construction:		
Amount Due Utility	\$21,041	
Allowances Granted Customer		-\$28,243
Rule 16 UG Service:		
Service Cost	\$29,684	
Agreement for Replacement of OH with UG:		
Amount Due Utility	\$119,400	
Credit to Customer from Design Fee		-\$ 2,259
Sub-totals	\$170,125	-\$30,502
Total	\$139,623	



Submitted to Applicant by:
Donald Altevers
SDG&E Work Order(s): 2833500

AGREEMENT FOR REPLACEMENT OF OVERHEAD
WITH UNDERGROUND FACILITIES

THIS AGREEMENT, made and entered into, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter called "Utility", and _____, hereafter called "Applicant(s)".

WITNESSETH:

WHEREAS, Applicant(s) are the owners, lessees, or others having a legal interest in those certain premises known as River Park located at Oceander Drive; and

WHEREAS, Applicant's desire that existing overhead facilities be replaced with underground facilities, and in consideration of the desirability and value which said underground facilities will add and contribute to the above premises;

NOW, THEREFORE, it is agreed by and between Utility and Applicants as follows:

1. Subject to the conditions hereinafter provided, Utility, upon obtaining satisfactory easements for any required rights of way, shall remove its existing overhead electric power facilities serving Applicants and shall replace these facilities with underground facilities, in accordance with its Rule 20.B for Replacement of Overhead with Underground Facilities as filed with the California Public Utilities Commission.
2. All work performed by the Utility and Applicants pursuant to this Agreement shall be in conformity with the General Conditions and the Specifications attached hereto and by this reference made a part hereof. Utility shall furnish underground electric service to the premises shown on Specifications and, upon completion of the work specified herein, Utility shall not furnish overhead electric service to any of such premises.
3. This Agreement shall become effective only upon compliance with all of the following conditions:
 - a) All Applicants shall execute this Agreement and shall perform all of the conditions herein contained.
 - b) All Applicants shall execute a companion agreement with each company, municipality, or agency that is a joint user with Utility of poles, or maintains other poles, within the area from which Utility's pole will be removed pursuant to Section 1, for providing communication service, traffic signals, police or fire alarm boxes, or street or safety lighting supplied by overhead wiring. Such agreement or agreements will provide for such service to be discontinued or converted and maintained through underground circuits or other appropriate and lawful means, so that all of said poles can be removed from the area within a reasonable time after Utility has removed its poles.
 - c) Applicants will, at their expense and in conformity with the Contract Documents as defined in the General Conditions, furnish and install the material, and facilities and perform the work indicated below by a check mark. The material, facilities and work listed below which are not indicated with a check mark shall be furnished, installed and performed by Utility at Applicants' expense.

- Excavation, backfill and compaction
- Conduits
- Concrete substructures

- d) Utility shall notify Applicants, in writing, of final acceptance of the work specified herein. Applicants hereby grant to Utility all facilities installed by Applicants pursuant to this Agreement, said grant to be effective upon receipt of Utility's written final acceptance.
 - e) Each Applicant shall, at his expense, promptly provide any necessary changes to the existing facilities on his property so as to receive underground electric service at the points specified on the Specifications. The Applicants' work shall be in accord with Utility's Rule on Service Connections filed with the California Public Utilities Commission effective as of the date of this Agreement, and in accord with the Contract Documents. Underground electric service will not be supplied until all affected premises are equipped to receive electric service in accordance with said plan and specifications.
4. Receipt is acknowledged from Applicant(s) of \$119,400, which is an amount equal to the estimated cost of Utility's conversion work computed in accordance with its Filed Rule on Replacement of Overhead with Underground Facilities. Said amount includes any engineering fee or fees that may have been paid to Utility in contemplation of the work provided for in Section 2.
 5. In the event any additions, rearrangements, or changes to the electric wiring are required or performed on Applicants' several premises, other than the work pursuant to Section 3.e) above, Applicants shall cause said additions, rearrangements, and changes to be made at their expense.
 6. All wires, cables, conductors, conduits, ducts, connectors and appurtenances installed by Utility, or its agents, on the premises of Applicants, or elsewhere, and all facilities granted to Utility by Applicants, shall become and remain the property of Utility notwithstanding any payment made under this Agreement. Such facilities will be maintained and operated by Utility in accordance with its Rules for the Sale of Electric Energy on file with the California Public Utilities Commission.
 - a) Utility shall be under no obligation to perform and complete the work undertaken by it pursuant to this Agreement until Applicants' obligations incurred pursuant to Paragraphs 3.b) and 3.e) of this Agreement shall have been fulfilled.
 - b) If the Specifications attached hereto require the installation of new street lighting standards, Utility shall be under no obligation to remove and cease operating its overhead electric facilities nor to furnish underground electric service to any of the premises shown on the Specifications until said street lighting standards have been installed and energized.
 - c) Utility at its sole election, may undertake to perform the work to be performed by it prior to the occurrence of the conditions specified in section 7. and subsection b) of this Section. The commencement of any such work by Utility under the provisions of this subsection shall not constitute a waiver of any of the requirements imposed upon any Applicants under section 7. or subsection b) of this Section, or under any other provisions of this Agreement.
 - d) If any Applicants shall, within one year of the date of this Agreement, fail or refuse to comply with any of the conditions hereof or to perform all work required under the contracts executed pursuant to Paragraph 3.b) of this Agreement, Utility shall have the right to make such changes and to impose such further conditions upon the Applicants as may be necessary to protect its rights under any existing agreement for any increase in its costs of installation, and to provide in any other manner for the accomplishment of the purposes of this Agreement consistent with applicable rules, laws, ordinances and its contractual obligations hereunder.
 7. Once Applicant has started to perform the work required by the Contract Documents, Applicants agree to exercise reasonable diligence in pursuing such work to completion within one year after the effective date of the Contract Documents. If such work has not been completed within one year after the effective date of the Contract Documents, Utility shall have the right, upon giving written notice to Applicants, to cancel and terminate the Contract Documents. Utility shall return to Applicants, an amount equal to the above cash advance, minus Utility's costs. Utility's costs are defined as the actual cost (including but not limited to labor, materials and overhead) incurred by Utility prior to such cancellation and termination in connection with work done in furtherance of Applicants' project, plus

the actual cost of removing any of the Utility installed facilities which Utility desires to salvage, minus the salvage value of such facilities. Upon exercise of this right to cancel and terminate, and upon payment to Applicants, all of Utility's obligations under the Contract Documents shall cease.

- 8. This Agreement shall at all times be subject to such changes or modifications by the California Public Utility Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 9. All terms and situations heretofore made and agreed to by the parties in relation to said electric line replacement are set forth in this Agreement and no representation of any agent or employees shall be binding upon Utility except as expressed herein. Appendix A attached hereto is solely for use by Utility and nothing contained therein shall in any way alter or vary any term, condition or stipulation contained in this Agreement.
- 10. If Applicant is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture or individuals as the case may be. Each Applicant signing this Agreement agrees that he shall be jointly and severally liable under the terms of this Agreement with every other applicant signing the Agreement.
- 11. All of the terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, administrators, executors, personal representatives, trustees, successors and assigns.
- 12. The Contract Documents shall become effective only upon the date signed by the authorized representative of Utility.

IN WITNESS WHEREOF, the parties hereto have individually executed, or have caused this Agreement to be executed for and on behalf of each, by and through their responsible agents, partners, or duly authorized corporate officers, as the case may be.

APPLICANT: _____

City of Oceanside

By: _____
(Authorized Signature)

Name: Barry E. Martin
(Please Print or Type)

Title: Interim City Manager

Date: _____

Address: 300 N. Coast Highway
Oceanside, CA 92054

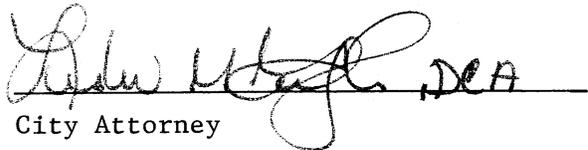
Telephone: 760-435-5095

SAN DIEGO GAS & ELECTRIC COMPANY,
a corporation

By: _____
(Authorized Individual-Utility)

Date Executed: _____

Approved As To Form:


City Attorney

447654-010-002

RIVER PARK

WORK ORDER: 2833500

BASE * TAX TOTAL

A. COST SUMMARY

1. UTILITY'S ESTIMATED INSTALLED COST OF UNDERGROUND FACILITIES REQUIRED TO REPLACE OVERHEAD	\$	120523	\$	43930	\$	164453
2. UTILITY'S ESTIMATED COST OF RELATED OVERHEAD CONSTRUCTION AND REMOVAL OF EXISTING FACILITIES	\$	5971	\$	2173	\$	8144
NOTE: UTILITY'S ESTIMATED COST OF RELATED OVERHEAD CONSTRUCTION - SEE OVERHEAD APPENDIX						
3. TOTAL ESTIMATED COST OF REQUIRED WORK (LINE A.1 PLUS LINE A.2)	\$	126494	\$	46103	\$	172597
4. CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE)	\$	0	\$	0	\$	0
5. CREDIT FOR DEPRECIATION (IF APPLICABLE)	\$	0	\$	0	\$	0
6. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE	\$	0	\$	0	\$	0
7. UTILITY'S ESTIMATED COST OF EQUIVALENT OVERHEAD SYSTEM	\$	6176	\$	2251	\$	8427
8. TOTAL COST TO APPLICANT (LINE A.3 LESS A.4 LESS A.5 PLUS LINE A.6 LESS LINE A.7)	\$	120318	\$	43852	\$	164170

B. BILLING

1. TOTAL COST TO APPLICANT (LINE A.8)	\$	120318	\$	43852	\$	164170
2. ESTIMATED VALUE OF WORK REQUIRED FOR AND PROVIDED BY APPLICANT (1099 REPORTABLE)	\$	44770	\$		\$	44770
3. AMOUNT DUE UTILITY (LINE B.1 LESS LINE B.2)	\$	75548	\$	43852	\$	119400 ✓
4. AMOUNT DUE APPLICANT (LINE B.2 LESS LINE B.1)	\$	0	\$	0	\$	0

C. DIRECT PAYMENTS

1. AMOUNT DUE APPLICANT FOR ADDITIONAL FACILITIES AFTER FINAL ACCEPTANCE OF WORK (1099 REPORTABLE)	\$	0	\$		\$	0
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* THE TAX RATE IS 37.0 % ON CAPITAL COST



Submitted to Applicant by:
Donald Altevers
SDG&E Work Order(s): 2833500

**AGREEMENT FOR EXTENSION AND CONSTRUCTION
OF OVERHEAD/UNDERGROUND ELECTRIC FACILITIES**

PARTIES

This Agreement, dated _____ ("Agreement"), is made and entered into, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter called "Utility," and _____, hereinafter called "Applicant".

RECITALS

Whereas, Applicant requests Utility to furnish overhead/underground electric service and extension to the development of land known as River Park located at Oleander Drive @ Gardenia Street, Oceanside.

AGREEMENT

Therefore, in consideration of the mutual promises herein, the parties agree as follows:

1. **GENERAL.** In accordance with California Public Utilities Commission approved Rules 15 and 16, the allocation of work on work order(s), the General Conditions for Underground Electric Distribution, Service Systems Construction and Gas Trench ("Utility's General Conditions and Specifications") and the cost information summarized in Appendix A – Cost Summary all of which are attached hereto and by this reference incorporated herein, Utility and/or Applicant shall construct an overhead/underground electric extension and service.
2. **CONTRACT EXPIRATION.** Once Applicant has started to perform the work required by the Contract Documents, Applicant agrees to exercise reasonable diligence in pursuing such work to completion within one year after the date of the Contract Documents. If such work has not been completed within one year after the date of the Contract Documents, Utility shall have the right, upon giving written notice to Applicant, to cancel and terminate the Contract Documents.
3. **CONTRACT CANCELLATION.** If Utility elects to cancel and terminate the Contract Documents, Utility shall return to Applicant an amount equal to the cash advance made, minus Utility's costs. "Utility's costs" are defined as the actual costs (including but not limited to labor, materials and overhead) incurred by Utility prior to such cancellation and termination in connection with work done in furtherance of Applicant's project, plus the actual costs of removing any of the installed facilities which Utility desires to salvage, minus the salvage value of such facilities. In the event Utility's costs exceed the above cash advance, Applicant agrees to pay Utility a sum equal to the amount by which the

Utility's costs exceed the advance. Upon exercise of its right to cancel and terminate and upon payment to Applicant, all of Utility's obligations under the Contract Documents shall cease. Applicant agrees to indemnify, defend, and hold Utility harmless from and against any and all demands, claims, suits, costs, attorneys' fees, witness fees, liabilities and other expenses, in any way arising from the refunding of any money or other pecuniary advances due to the cancellation of contract, regardless of the cause.

4. **CONTRACT COMPLIANCE.** If, after six (6) months following the date the Utility is first ready to serve residential loads for which allowances were granted, or one (1) year for non-residential loads for which allowances were granted, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay the Utility an additional Contribution, based on the allowances for the loads actually installed.
5. **EXCESS FACILITIES.** If the loads provided by Applicant result in the Utility installing facilities which are in excess of those needed to serve the actual loads, and the Utility elects to reduce such excess facilities, Applicant shall pay the Utility its estimated total cost to remove, abandon, or replace its excess facilities, less the estimated salvage value of any removed facilities.
6. **EASEMENTS.** Applicant shall, upon Utility's request, execute Utility's standard form easements for the construction, service, presence, maintenance or inspection of Utility's facilities as may be required hereunder.
7. **PAYMENT OPTIONS.** Applicant has the option of advancing a refundable Contribution representing the Utility's total estimated installed cost or a nonrefundable Contribution representing a percentage of the refundable amount, as indicated below and described in the attached Appendix(es).

ELECTRIC Refundable Nonrefundable

GAS Refundable Nonrefundable

8. **REFUNDS.** The total refundable amount shall be subject to refund, without interest, in accordance with the following provisions:
 - a) **Refund Timing.** Refunds will be made within ninety (90) days after the date Applicant becomes eligible for a refund, except that refunds may be accumulated to a \$50 minimum or the total refundable balance, if less than \$50.
 - b) **Residential Refunds.** Refunds will be made on the basis of a new customer's permanent load connecting to the line extension that produces additional revenues to Utility. Such refundable amount will be that amount which is on file at the time the Contract Documents are signed. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund represents that portion of the extension cost not supported by revenues.
 - c) **Non-Residential Refunds.** Refunds will be made on the basis of Applicant's or new customer's permanent load connecting to the line extension which produces additional revenues to Utility. Utility shall be responsible to review Applicant's actual base annual revenue for the first three years from the date Utility is first ready to serve. Applicant shall be responsible for notifying Utility if new, permanent load is added in the fourth through tenth year from the date Utility is first ready to serve. Such review shall determine if additional revenue supports any refunds to Applicant.
 - d) **Applicant Installation.** When the Applicant Installation option is selected, refunds will be made based on the lower of the Utility's estimated refundable costs or the Applicant's Contract Anticipated Costs, as reported to the Utility, for the work performed under the Applicant Installation option.

- e) **Series of Distribution Line Extensions.** When there is a series of Distribution Line Extensions, commencing with an extension having an outstanding amount subject to refund, and each Distribution Line Extension is dependent on the previous Distribution Line Extension as a direct source of supply, a series refund will be made. Additional service connections supplied from a Distribution Line Extension on which there is a refundable amount will provide refunds first to the Distribution Line Extension to which they are connected. When the amount subject to refund on a Distribution Line Extension in a series is fully refunded, the excess refundable amount will provide refunds to the Distribution Line Extension having the oldest outstanding amount subject to refund in the series.
- f) **Ownership Charge – Electric.** When any portion of an electric refundable amount has not qualified for a refund at the end of twelve (12) months from the date Utility is first ready to serve, Applicant will pay to Utility an Ownership Charge (stated in Rule 2 Section I) on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly Ownership Charge. A monthly Ownership Charge will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants for electric service. Any refundable amount remaining at the end of the ten (10) year period shall become the property of the Utility.
- g) **Ownership Charges – Gas.** When any portion of a gas refundable amount has not qualified for a refund at the end of thirty six (36) months from the date Utility is first ready to serve, Applicant will pay to Utility an Ownership Charge (stated in Rule 2 Section O) on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly Ownership Charge. A monthly Ownership Charge will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants for gas service. Any refundable amount remaining at the end of the ten (10) year period shall become the property of the Utility.
9. **ASSIGNMENTS.** This Agreement may be assigned by Applicant only upon the assignee's written acceptance of said assignment, and the prior approval of Utility as evidenced by written endorsement thereon; however, such approval shall not constitute a release of Applicant's obligation hereunder unless expressly so provided in said endorsement. Utility may refuse to accept an assignment of the Contract Documents unless executed on form furnished and approved by Utility.
10. **COMMISSION CHANGES.** Applicant shall be governed by Utility's applicable Rates and Rules on file with the California Public Utilities Commission, which Rates and Rules are made a part hereof by reference, and a copy of which will be furnished to Applicant on request. This Agreement shall at all times be subject to such changes or modifications as said Commission may, from time to time, direct in the exercise of its jurisdiction.
11. **ELECTRIC OVERHEAD CONSTRUCTION RESPONSIBILITIES.** Utility is responsible for the installation of distribution poles, cross-arms, wires, transformers, and other related distribution equipment required to complete the extension and service, as delineated in the work order mentioned therein.
12. **ELECTRIC UNDERGROUND CONSTRUCTION RESPONSIBILITIES.** Applicant shall perform at its expense all trenching, excavation, backfilling and compaction, including furnishing any imported backfill material required, and will furnish and install all distribution and feeder conduit and substructures required, all in accordance with Utility's General Conditions and Specifications, attached hereto and made a part hereof by this reference. Utility is responsible for the installation of distribution cable, connections, transformers, and other related distribution equipment required to complete the extension and service.

Upon Utility's final acceptance of said installation in accordance with the referenced Utility's General Conditions and Specifications, Applicant hereby grants, sells and conveys to Utility all its rights, title and interest in and to all materials installed. Once the extension receives final acceptance, Utility agrees to own, operate and maintain such extension and service.

13. **GAS CONSTRUCTION RESPONSIBILITIES.** Utility is responsible for the installation of distribution main, valves, regulators, and other related distribution equipment required to complete the extension, including all necessary trenching/excavation, backfilling and compaction, and any imported backfill material required, as delineated in the Work Order(s) mentioned herein.

Where mutually agreed upon by Utility and Applicant, Applicant shall have the option of performing all excavation, backfilling and compaction, including furnishing any imported backfill material, and substructures required, all in accordance with Utility's General Conditions and Specifications, attached hereto and made part hereof by this reference. Utility shall reimburse Applicant, Utility's estimated installed cost of such facilities and work, by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon final acceptance of said work and facilities by Utility.

14. **APPLICANT INSTALLATION OPTION.** Where the Applicant Installation option is selected, the Applicant shall use qualified contractors to install that portion of the new electric/gas extension and service normally the responsibility of the Utility. Such installation shall be in accordance with the Utility's design and General Conditions and Specifications, attached hereto and made a part hereof by this reference.

The Contract Documents reflects the lower of the Utility's estimated refundable costs or the Applicant's Contract Anticipated Costs for the work normally the responsibility of the Utility, unless the Applicant has declined to provide these costs. The Applicant certifies that any cost reported to the Utility for the execution of this contract is true and accurate to the knowledge of the Applicant.

15. **BETTERMENT.** Where mutually agreed upon by Utility and Applicant, Applicant shall perform additional work to install additional electric/gas facilities in accordance with Utility's specifications, timing, and applicable tariffs. Utility shall reimburse Applicant, Utility's estimated installed cost of such additional electric/gas facilities and work, by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon final acceptance of the additional facilities and work by Utility.
16. **AUTHORIZED SIGNATURE.** If Applicant is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture or individuals as the case may be.
17. **EFFECTIVE DATE.** The Contract Documents shall become effective only upon the date signed by the authorized Utility representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for and on behalf of each, by their duly authorized agents, partners, or corporate officers.

APPLICANT:

City of Oceanside

Applicant Mailing Address:

300 N. Coast Highway

Oceanside, CA 92054

Telephone: 760-435-5095

Date: _____

By: _____
(Authorized Signature)

Name: Barry E. Martin
(Please Print or Type)

Title: Interim City Manager

Approved as to Form:
By: [Signature]
(Authorized Signature)

Name: _____
(Please Print or Type)

Title: City Attorney

SAN DIEGO GAS & ELECTRIC COMPANY,
a corporation

By: _____
(Authorized Individual-Utility)

Date Executed: _____

Type of Customer (For SDG&E Use Only)

Residential Non-Residential

Individual Subdiv/Dev.

Agreement for Extension & Construction of Electric & Gas Facilities

APPENDIX A - COST SUMMARY

Following is a summary of the project cost, allowances, refundable amounts, and direct payments associated with the gas and electric installations covered by this agreement.

1. Amount Due Applicant *

Rule 15 Electric Overhead Line Extension	(Appendix B)	\$0
Rule 15 Electric Underground Line Extension	(Appendix C)	\$0
Rule 15 Gas Main Extension	(Appendix _)	\$ _____
Rule 16 Electric Service Installation	(Appendix _)	\$ _____
Rule 16 Gas Service Installation	(Appendix _)	\$ _____
Electric Street Lighting Installation	(Appendix _)	\$ _____
Total Amount Due Applicant		\$ _____

2. Amount Subject to Future Refund **

Rule 15 Electric Overhead Line Extension	(Appendix B)	\$0
Rule 15 Electric Underground Line Extension	(Appendix C)	\$0
Rule 15 Gas Main Extension	(Appendix _)	\$ _____
Total Amount Subject to Future Refund		\$ _____

3. Amount Due Utility ***

Rule 15 Electric Overhead Line Extension	(Appendix B)	\$0
Rule 15 Electric Underground Line Extension	(Appendix C)	\$21,041
Rule 15 Gas Main Extension	(Appendix _)	\$ _____
Rule 16 Electric Service Installation	(Appendix _)	\$ _____
Rule 16 Gas Service Installation	(Appendix _)	\$ _____
Electric Street Lighting Installation	(Appendix _)	\$ _____
Electric Street Light Service Point	(Appendix _)	\$ _____
Total Amount Due Utility		\$21,041

4. Allowances Granted to Customer

Electric Residential Allowances (____ units X \$____/per unit)	\$ _____
Electric Non-Residential Allowances	\$28,243
Gas Residential Allowances (____ units X \$____/per unit)	\$ _____
(Load: <input type="checkbox"/> Heat <input type="checkbox"/> Water Heat <input type="checkbox"/> Range <input type="checkbox"/> Dryer)	
Gas Non-Residential Allowances	\$ _____
Total Allowances Granted to Customer	\$28,243

* Amount due applicant will be made after final acceptance of work by utility.

** Future refunds will be made in accordance with the refund provisions in Rule 15.

*** Construction will commence only after receipt of signed agreements, customer payment, and any other specified project requirements.

All costs included in this summary in sections 1, 2, and 3 include an Income Tax Component of Contribution (ITCC).

Note: Please see the attached appendices for a detailed accounting of the costs associated with each of the above installations.

SAN DIEGO GAS AND ELECTRIC

DP035DPS-REMOTE30-001
 UG RULE 15 - APPENDIX C
 447654-010-001

PAGE NO 1
 RIVER PARK

02/03/06 10:26
 WORK ORDER: 2833500

A. REFUNDABLE UNDERGROUND EXTENSION COST

	BASE	* TAX	TOTAL
1. ESTIMATED INSTALLED COST OF EXTENSION (PROJECT SPECIFIC ESTIMATE)	\$ 25345	\$ 9378	\$ 34723
2. ESTIMATED VALUE OF SUBSTRUCTURES REQUIRED FOR AND PROVIDED BY APPLICANT	\$ 3828	\$ 1416	\$ 5244
3. ESTIMATED VALUE OF REQUIRED SUBSTRUCTURES PROVIDED BY UTILITY	\$ 0	\$ 0	\$ 0
4. RELATED OVERHEAD COSTS	\$ 5094	\$ 1885	\$ 6979
5. CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE)	\$ 0	\$ 0	\$ 0
6. CREDIT FOR DEPRECIATION (IF APPLICABLE)	\$ 0	\$ 0	\$ 0
7. SUBTOTAL (SUM OF LINE A.1 THROUGH A.4 LESS LINE A.5 LESS LINE A.6)	\$ 34267	\$ 12679	\$ 46946
8. EXTENSION ALLOWANCE (NOT TO EXCEED LINE A.7)	\$ 10807	\$ 3999	\$ 14806
9. AMOUNT SUBJECT TO FUTURE REFUND (LINE A.7 LESS LINE A.8)	\$ 23460	\$ 8680	\$ 32140
10. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE	\$ 250	\$ 93	\$ 343

B. OTHER-COSTS

1. TAX ON ESTIMATED VALUE OF TRENCH AND CONDUIT BY APPLICANT	\$	\$ 8456	\$ 8456
2. BILLING FOR REQUIRED TRENCH AND CONDUIT WORK BY UTILITY	\$	\$ 0	\$ 0
3. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE	\$	\$ 93	\$ 343
4. CREDIT FOR REQUIRED SUBSTRUCTURES BY APPLICANT (1099 REPORTABLE) (LINE A.2)	\$	\$ 3828	\$ 3828
5. VALUE OF ADDITIONAL FACILITIES PROVIDED AND INSTALLED BY APPLICANT (1099 REPORTABLE)	\$	\$ 0	\$ 0

C. ADVANCE - OPTION #1 - REFUNDABLE OPTION

1. AMOUNT DUE UTILITY (LINE A.9 PLUS LINE B.1 PLUS LINE B.2 PLUS LINE B.3 LESS LINE B.4 LESS LINE B.5)	\$	\$ 11730	\$ 11730
2. AMOUNT DUE APPLICANT (LINE B.4 PLUS LINE B.5 LESS LINE A.9 LESS LINE B.1 LESS LINE B.2 LESS LINE B.3)	\$	\$ 8152	\$ 8152
3. AMOUNT SUBJECT TO FUTURE REFUND (LINE A.9)	\$	\$ 0	\$ 0

D. ADVANCE - OPTION #2 - NON-REFUNDABLE DISCOUNT OPTION

1. NON-REFUNDABLE DISCOUNT OPTION PAYMENT (LINE A.9 X 50%)	\$	\$ 4340	\$ 4340
2. AMOUNT DUE UTILITY (LINE D.1 PLUS LINE B.1 PLUS LINE B.2 PLUS LINE B.3 LESS LINE B.4 LESS LINE B.5)	\$	\$ 12889	\$ 12889
3. AMOUNT DUE APPLICANT (LINE B.4 PLUS LINE B.5 LESS LINE D.1 LESS LINE B.1 LESS LINE B.2 LESS LINE B.3)	\$	\$ 21041	\$ 21041

* THE TAX RATE IS 37.0 % ON CAPITAL COST